

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** IFB-600463-08/GMG - Term Contract Patching and Repair of Streets, Driveways, Curbs and Gutters

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Gloria Garcia

**EXT:** 7123

**MOTION/RECOMMENDATION:**

Award IFB-600463-08/GMG – Term Contract Patching and Repair of Streets, Driveways, Curbs and Gutters (Estimated \$850,000.00 per year).

County-wide

Ray Hooper

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**BACKGROUND:**

IFB-600463-08/GMG will provide for patching and repair of streets, driveways, curbs and gutters damaged as the result of repairs or construction of Seminole County utility lines. This project was publicly advertised and the County received sixteen (16) submittals in response to the solicitation. Consideration was given to the price proposal, responsiveness, responsibility and past performance of the firm. The Review Committee, comprised of Marc Maheu, Water/Wastewater Maintenance Coordinator; Tom Owens, Maintenance Technology Supervisor; and Gary Rudolph, Utilities Manager, evaluated the responses and recommends the lowest responsive, responsible bidders, Site Solutions of Central Florida, Apopka, and Barracuda Building Corp., Apopka. Authorization for delivery of materials and services by the Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County. The agreement shall take effect on the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, the agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The total amount paid to the Contractor pursuant to this agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by the County for patching and repair of streets, driveways, curbs and gutters. The estimated annual usage of the contract is \$850,000.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Board award IFB-600463-08/GMG - Term Contract Patching and Repair of Streets, Driveways, Curbs and Gutters to Site Solutions of Central Florida, Apopka (Primary Contractor), and Barracuda Building Corp., Apopka (Secondary Contractor) (Estimated \$850,000.00 per year).

**ATTACHMENTS:**

1. Tabulation Sheet/Status
2. Consensus Form
3. Agreement - Primary Contractor
4. Agreement - Secondary Contractor

**Additionally Reviewed By:**☒ County Attorney Review ( Ann Colby )

**B.C.C. - SEMINOLE COUNTY, FL  
BID TABULATION SHEET**

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

BID NUMBER: IFB-600463-08/GMG  
 BID TITLE: Term Contract for Patching and Repair of Streets, Driveways, Curbs and Gutters damaged as the result of repairs or construction of Seminole County Utility Lines  
 OPENING DATE: November 12, 2008 at 2:00 P.M.

Response 1	Response 2	Response 3	Response 4	Response 5	Response 6	Response 7
Site Solutions of Central Florida, Inc. 6097 Jessica Drive Apopka, FL 32703  (407) 578-7452 – Phone (866) 570-4767 – Fax Judith D. Tinnell	Barracuda Building Corp 1000 Ocoee-Apopka Road #400 Apopka, FL 32703  (407) 814-8644 – Phone (407) 814-8044 – Fax James C. Thompson	BTS Diversified 25105 Thornhill Drive Sorrento, FL 32776  (407) 448-9185 – Phone (352) 383-4481 – Fax Nayland Todd Stevens	Sitek Corporation 5462 Hoffner Ave, #508 Orlando, FL 32812  (407) 898-9706 – Phone (407) 898-9732 – Fax Rene LaPorte	Florida Highway Products 1170 Celebration Blvd, #101 Celebration, FL 34747  (407) 566-4200 – Phone (407) 566-4201 – Fax Robert H. Maggard	OSP Management, Inc. 205 W Washington St, C Minneola, FL 34715  (888) 834-2750 – Phone (888) 287-5156 – Fax David Borchert	Sunshine Building and Development Corp PO Box 180958 Casselberry, FL 32718  (407) 339-6721 – Phone (407) 331-7542 – Fax John T. Bush
<b>\$849,869.00</b>	<b>\$962,920.00</b>	<b>\$1,028,725.00</b>	<b>\$1,114,400.00</b>	<b>\$1,245,125.00</b>	<b>\$1,257,000.00</b>	<b>\$1,291,700.00</b>

Response 8	Response 9	Response 10	Response 11	Response 12	Response 13	Response 14
Above Below Site Construction 875 Valencia Avenue Orange City, FL 32763  (321) 377-4592 – Phone (386) 218-5203 – Fax Buffy Osborne	A.N.P. Contracting 6 Rymm Place Palm Coast, FL 32164  (386) 237-0426 – Phone (386) 206-3534 – Fax Angelo Graci	AJC Construction, LLC 8046A Presidents Dr. Orlando, FL 32809  (407) 855-5572 – Phone (407) 855-4922 – Fax Alexander Caputo	Wal-Rose, Inc. PO Box 728 Sanford, FL 32772  (407) 328-9999 – Phone (407) 328-4229 – Fax W. Duane Griffith	Stage Door II, Inc. 3208 Overland Road Apopka, FL 32703  (407) 578-2918 – Phone (407) 578-2921 – Fax Peter Piacenti	Tony's Construction 20 E. Bay Street Winter Garden, FL 34787  (407) 656-7121 – Phone (407) 656-0578 – Fax Ramish Parmanan	Atlantic Civil Constructors Corp 3804 N John Young Plwy, #17 Orlando, FL 32804 (407) 277-8410 – Phone (407) 277-1169 – Fax Chris Sousa
<b>\$1,410,930.00</b>	<b>\$1,441,580.00</b>	<b>\$1,610,500.00</b>	<b>\$1,666,834.00</b>	<b>\$1818,350.00 (Revised)</b>	<b>\$2,055,800.00</b>	<b>\$2,087,271.50</b>

Response 15	Response 16
APEC, Inc. 4436 Old Winter Garden Road Orlando, FL 32811  (407) 522-0530 – Phone (407) 532-8332 – Fax Majid Fouladi	Cathcart Contracting 1056 Willa Springs Dr. Winter Springs, FL 32708  (407) 629-2900 – Phone (407) 677-4212 – Fax Matt T. Blanton
<b>\$3,082,750.00</b>	<b>\$4,481,550.00</b>

Tabulated by: Betsy J. Cohen (Posted 11/13/2008 at 9:40 AM)  
 Recommendation of Award: Site Solutions of Central Florida, Inc. (Primary Contractor);  
 Barracuda Building Corp. (Secondary Contractor) - BCC Award Date: January 13, 2009  
 (Posted 12/12/2008 at 12:00 PM)

IFB-600463-08/GMG – Term Contract Term Contract for Patching and Repair of Streets, Driveways, Curbs and Gutters

Consensus Form

APPLICANTS NAMES (IN ALPHABETICAL ORDER) :

AJC Construction, LLC  
A.N.P. Contracting  
A.P.E.C. Inc.  
Above Below Site  
Atlantic Civil  
B.T.S. Diversified  
Barracuda Building Corp.  
Cathcart Contracting  
Florida Highway Products  
O.S.P. Management, Inc.  
Site Solutions of Central Florida, Inc.  
Sunshine Building and Development Corp.  
Wal-Rose, Inc.

REVIEW COMMITTEE MEMBERS:

Tom Owens  
MARC MAHEU  
GARY LEE RUDOLPH

RECOMMENDATION FOR AWARD:

DATE:

Site Solution of Central Fl, Inc (Primary) 12/10/2008  
Barracuda Building Corp (Secondary) 12/10/2008

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Price Proposal / Past Performance/Compliance with Scope Requirements

- Both Contractor appear to be Acceptable with  
Site Solution of Central Fl being the Apparent Low  
bidder
- LOW BID RESPONSE 1 & 2
- BOTH LOW BIDDERS MEET REQUIREMENTS; GOOD  
REFERENCES

**TERM CONTRACT FOR PATCHING AND REPAIR OF STREETS,  
DRIVEWAYS, CURBS AND GUTTERS  
(IFB-600463-08/GMG) (PRIMARY CONTRACTOR)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SITE SOLUTIONS OF CENTRAL FLORIDA, INC.**, duly authorized to conduct business in the State of Florida, whose address is 6097 Jessica Drive, Apopka, Florida 32703, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide patching and repair of streets, driveways, curbs and gutters for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide patching and repair of streets, driveways, curbs and gutters and desires to provide services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

**SECTION 5. COMPENSATION.** COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for patching and repair of streets, driveways, curbs and gutters.

**SECTION 6. PAYMENT AND BILLING.**

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772


Copies of the invoice shall be sent to:

Environmental Services  
500 West Lake Mary Blvd.  
Sanford, FL 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

**SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided.  Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section



reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**SECTION 8. RESPONSIBILITIES OF CONTRACTOR.** Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

**SECTION 9. TERMINATION.**

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable

additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

**SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or

national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 12. NO CONTINGENT FEES.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.



**SECTION 13. CONFLICT OF INTEREST.**

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agree-

ment.

**SECTION 14. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**SECTION 15. SUBCONTRACTORS.** In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 16. INDEMNIFICATION OF COUNTY.** CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

**SECTION 17. INSURANCE.**

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of

Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida

and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance

Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:



LIMITS

Each Occurrence Bodily  
Injury and Property Damage  
Liability Combined

\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

**SECTION 18. DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

**SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters

contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 22. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 23. EMPLOYEE STATUS.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

**SECTION 24. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

**SECTION 25. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and

Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**SECTION 27. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**FOR COUNTY:**

Environmental Services  
500 West Lake Mary Blvd.  
Sanford, FL 32773

**FOR CONTRACTOR:**

Site Solutions of Central Florida, Inc.  
6097 Jessica Drive  
Apopka, FL 32703

**SECTION 28. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

SITE SOLUTIONS OF CENTRAL  
FLORIDA, INC.

\_\_\_\_\_  
\_\_\_\_\_, Secretary  
  
(CORPORATE SEAL)

By: \_\_\_\_\_  
JUDITH D. TINNELL, President

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman



Date: \_\_\_\_\_  
As authorized for execution  
by the Board of County Commissioners  
at their January 13, 2009  
regular meeting

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AEC/lpk  
12/16/08

P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\IFB-600463 primary.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

## Section 1 – General Description of Services

The Contractor shall furnish all labor, materials and equipment necessary to complete replacement of asphalt pavement, and concrete sidewalk, driveway and curb which was disturbed as a result of repairs or construction of Seminole County utility lines. The Contractor shall also furnish labor, materials, and equipment to construct miscellaneous small concrete projects such as sidewalk, slabs, slabs footers, all pertinent to repairs or construction of Seminole County utility lines. Authorization for services by the successful Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County and based on approved schedule.

**Project Management:** The County will designate an inspector or project manager (County's representative) and during the course of the work, the County's representative will be responsible for assuring the proper coordination and completion of the work by the Contractor.

### **SCOPE AND REQUIREMENTS**

1. **Asphalt Repairs:** On areas to be patched or repaired, the County may or may not, at their option, provide compacted base materials to existing asphalt surface elevation. Contractor shall be responsible for cutting the base surface to grade and tacking the surface prior to laying the asphalt and compacting to meet the specified thickness. Contractor shall, if necessary, re-cut the existing edge of the asphalt to provide a vertical, undamaged edge. Repairs shall include, if necessary, the addition of base material in low areas to bring the final base surface to required elevation. The contractor may, at his option, "fill" the low areas not exceeding two (2) inches, with asphalt laid in maximum one (1) inch compacted lifts. In the event it is necessary to construct the entire required thickness of base, the contractor will be compensated at the unit price set forth in the bid response form of values. The bid unit prices for base material installation include removal and disposal of any temporary backfill and surface. The contractor shall replace traffic and parking pavement markings to match existing, prior to repairs or construction. Pavement for these markings shall be included in the asphalt unit prices set forth in the bid response form.
2. **Concrete Repairs:** On areas of concrete to be patched or repaired, the County may or may not, at their option, remove broken concrete. Contractor shall be responsible for, if necessary, re-cutting the existing edge of the concrete to provide a vertical, undamaged edge. Repairs shall include, if necessary, the addition of base material in low areas to bring the final surface to required elevation. The bid prices for concrete installation include removal and disposal of any temporary backfill and removed surface materials.
3. **Sidewalk, Driveways, Slabs, Walls and Curb Repairs:** Protection of concrete during curbing will be the responsibility of the contractor. All concrete shall be curbed per F.D.O.T. specifications.
4. **Quality Assurance and Quality Requirements:** Quality standards shall be in accordance with the applicable section of the latest edition of the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" or the standard specifications and Codes of Seminole County, or as specified herein. In case of conflict between Seminole County and F.D.O.T. requirements, the County requirements will govern.
5. **Submittals:** Provide submittals for all materials and equipment incorporated into the work.

6. **Asphalt, Aggregate Mixtures:** Per F.D.O.T. specifications
7. **Base Materials:** Per F.D.O.T. specifications
8. **Concrete:** Per F.D.O.T. specifications
9. **Sod:** Sod shall match type existing prior to construction, and quality and maintenance shall be in accordance to F.D.O.T. Standard Specifications
10. **Traffic and Parking Area Markings:** To match existing markings prior to construction.
11. **Traffic Control:** Contractor shall maintain two-way traffic and access to business and residences at all times. Proper safety devices will be used to direct vehicle and pedestrian traffic around construction areas. All traffic safety devices and control shall be in accordance with the latest edition of the F.D.O.T. "Manual of Traffic Control and Safety."
12. **Response Time:** Contractor shall begin work within five (5) calendar days of receipt of a Purchase Order describing the work and its location, and shall notify the County twenty-four (24) hours in advance of beginning the work. The work shall be completed within three (3) calendar days after beginning the work. The contractor is required **to complete all work within eight (8) calendar days (5 days to begin work + 3 days to complete work)** after receipt of order (ARO) from Seminole County. **No exceptions.**
13. **Cleanup:** All excess asphalt, base material, concrete, wire mesh, dirt, rock or other construction debris shall be removed from the roadway and R.O.W. immediately upon completion of the work. Construction debris will not be allowed to accumulate and must be removed daily if a safety hazard exists as determined by the County. The Contractor shall confine his work materials, debris, and equipment to within Seminole County Right-of-Way and easements.

**Section 4 –  
Price Schedule**

**PROJECT: Term Contract for Patching and Repair of Streets, Driveways, Curbs and Gutters damaged as the result of repairs or construction of Seminole County Utility Lines - IFB-600463-08/GMG**

Name of Bidder: Site Solutions of Central Florida, Inc.  
Mailing Address: 6097 Jessica Drive  
Street Address: 6097 Jessica Drive  
City/State/Zip: Apopka, FL 32703  
Phone Number: (407 ) 578-7452  
FAX Number: ( 866 ) 570-4767

**Contact Person(s) for the placement of the order(s) and coordination of Service:**

Name: Lou Reimer Telephone No.: 407-408-6135  
Fax No.: 866-570-4767 E-mail address: lou@sitesolutionscfl.com  
Emergency No.: 407-408-6134 (Judy Tinnell)

Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
Emergency No.: \_\_\_\_\_

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to provide services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_, on file at the Purchasing and Contracts Division, for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.



COMPANY NAME: Site Solutions of Central Florida, Inc.

Item #	Estimated Quantities Per Year	Item Description	Unit Cost	Extended Cost
1	<b>S-III- ASPHALT PAVEMENT - 1-1/2"</b>			
1a	1000 S.Y.	Under 10 S.Y.	\$ 21.10	\$ 21,100.00
1b	500 S.Y.	10.1 to 50 S.Y.	\$ 18.05	\$ 9,025.00
1c	50,000 S.Y.	Over 50 S.Y.	\$ 11.00	\$ 550,000.00
2	<b>4" CONCRETE SIDEWALK / SLAB</b>			
2a	750 S.Y.	Under 10 S.Y.	\$ 38.25	\$ 28,687.50
2b	500 S.Y.	10.1 to 50 S.Y.	\$ 37.15	\$ 18,575.00
2c	350 S.Y.	Over 50 S.Y.	\$ 35.20	\$ 12,320.00
3	<b>6" CONCRETE SIDEWALK / DRIVEWAY OR SLAB</b>			
3a	500 S.Y.	Under 10 S.Y.	\$ 42.75	\$ 21,375.00
3b	1250 S.Y.	10.1 to 50 S.Y.	\$ 41.65	\$ 52,062.50
3c	1000 S.Y.	Over 50 S.Y.	\$ 39.70	\$ 39,700.00
4	50 Bags	FIBWERGLASS "FIBERMESH"	\$ 3.85	\$ 192.50
4a	100 S.Y.	6" X 6" - #10 WIRE MESH	\$ 3.19	\$ 319.00
5	<b>STANDARD CURB AND GUTTER</b>			
5a	150 L.F.	Under 10 L.F.	\$ 42.10	\$ 6,315.00
5b	200 L.F.	10.1 to 50 L.F.	\$ 39.15	\$ 7,830.00
5c	150 L.F.	Over 50 L.F.	\$ 31.00	\$ 4,650.00
6	<b>MIAMI CURB</b>			
6a	100 L.F.	Under 10 L.F.	\$ 42.10	\$ 4,210.00
6b	150 L.F.	10.1 to 50 L.F.	\$ 39.15	\$ 5,872.50
6c	200 L.F.	Over 50 L.F.	\$ 31.00	\$ 6,200.00
7	<b>16" LIMEROCK BASE</b>			
7a	750 S.Y.	Under 10 S.Y.	\$ 32.40	\$ 24,300.00
7b	250 S.Y.	10.1 to 50 S.Y.	\$ 29.60	\$ 7,400.00
7c	500 S.Y.	Over 50 S.Y.	\$ 28.10	\$ 14,050.00
8	<b>16" CONCRETE BASE</b>			
8a	150 S.Y.	Under 10 S.Y.	\$ 27.40	\$ 4,110.00
8b	100 S.Y.	10.1 to 50 S.Y.	\$ 25.20	\$ 2,520.00
9	<b>PENSACOLA BAHIA SOD</b>			
9a	500 S.Y.	Under 20 S.Y.	\$ 3.80	\$ 1,900.00
9b	750 S.Y.	Over 20 S.Y.	\$ 3.15	\$ 2,362.50
10	<b>ST. AUGUSTINE SOD</b>			
10a	750 S.Y.	Under 20 S.Y.	\$ 4.05	\$ 3,037.50
10b	500 S.Y.	Over 20 S.Y.	\$ 3.51	\$ 1,755.00

TOTAL \$849,869.00

**Notes:**

1. Cost shall be inclusive all of labor, materials, transportation, coordination and incidentals necessary for the completion of the work.
2. In the event it is necessary to construct the entire required thickness of base, the contractor will be compensated at the unit price set forth in the bid response form of values. The bid unit prices for base material installation include removal and disposal of any temporary backfill and surface. Pavement for these markings shall be included in the asphalt unit prices set forth in the bid response form.
3. The bid prices for concrete installation include removal and disposal of any temporary backfill and removed surface materials.

IN WITNESS WHEREOF, BIDDER has hereunto executed this PRICE SCHEDULE FORMS  
this 10th day of November, 2008.

Site Solutions of  
Central Florida, Inc.

(Name of BIDDER)

Judith D. Tinnell  
(Signature of person signing FORM)

Judith D. Tinnell, President

(Printed name and title of person signing FORM)

<b>FACE EXEMPTION NUMBERS</b> FLORIDA SALES: 69-11-033995-53C FEDERAL SALES/USE: 59-74-0013K
--

Board of County Commissioners  
 Seminole County, Florida  
**ORDER**

Page 1

**EXHIBIT B**

**ORDER NUMBER:**


NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE  
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE	OP
REVISION DATE	
REQ NUMBER	
ANALYST	
VENDOR NUMBER	

**FOR INQUIRIES REGARDING THIS ORDER, CONTACT:**

FISCAL SERVICES DEPARTMENT - PURCHASING AND  
 CONTRACTS DIVISION  
 1101 E 1st STREET - COUNTY SERVICES BLDG. - RM. #3208  
 SANFORD FLORIDA 32771  
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

**DELIVERY**

ITEM #	QUANTITY	UNIT	DATE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p><b>SAMPLE PURCHASE ORDER</b></p>  <p><b>SEMINOLE COUNTY</b>  <b>FLORIDA'S NATURAL CHOICE</b></p>						
<div style="display: flex; justify-content: space-between;"> <div> <b>REQUESTING DEPARTMENT</b> </div> <div> <b>TOTAL AMOUNT</b> </div> </div>						

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

**SUBMIT ALL INVOICES IN DUPLICATE TO:**

CLERK - B.C.C. FINANCE DIVISION  
 POST OFFICE BOX 8080  
 SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TERM CONTRACT FOR PATCHING AND REPAIR OF STREETS,  
DRIVEWAYS, CURBS AND GUTTERS  
(IFB-600463-08/GMG) (SECONDARY CONTRACTOR)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **BARRACUDA BUILDING CORP.**, duly authorized to conduct business in the State of Florida, whose address is 1000 Ocoee-Apopka Road, #400, Apopka, Florida 32703, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide patching and repair of streets, driveways, curbs and gutters for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide patching and repair of streets, driveways, curbs and gutters and desires to provide services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

**SECTION 5. COMPENSATION.** COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for patching and repair of streets, driveways, curbs and gutters.

**SECTION 6. PAYMENT AND BILLING.**

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772


Copies of the invoice shall be sent to:

Environmental Services  
500 West Lake Mary Blvd.  
Sanford, FL 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

**SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided.  Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section

reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**SECTION 8. RESPONSIBILITIES OF CONTRACTOR.** Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

**SECTION 9. TERMINATION.**

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable



additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

**SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or

national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 12. NO CONTINGENT FEES.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.



**SECTION 13. CONFLICT OF INTEREST.**

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agree-

ment.

**SECTION 14. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**SECTION 15. SUBCONTRACTORS.** In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 16. INDEMNIFICATION OF COUNTY.** CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

**SECTION 17. INSURANCE.**

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of

Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida

and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance

Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS

Each Occurrence Bodily	\$300,000.00
Injury and Property Damage	
Liability Combined	

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

**SECTION 18. DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.



(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

**SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters

contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 22. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 23. EMPLOYEE STATUS.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

**SECTION 24. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

**SECTION 25. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and

Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**SECTION 27. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**FOR COUNTY:**

Environmental Services  
500 West Lake Mary Blvd.  
Sanford, FL 32773

**FOR CONTRACTOR:**

Barracuda Building Corp.  
1000 Ocoee-Apopka Road, #400  
Apopka, FL 32703

**SECTION 28. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

BARRACUDA BUILDING CORP.

\_\_\_\_\_  
, Secretary  
  
(CORPORATE SEAL)

By: \_\_\_\_\_  
JAMES C. THOMPSON, President

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

Date: \_\_\_\_\_

As authorized for execution  
by the Board of County Commissioners  
at their January 13, 2009  
regular meeting.

\_\_\_\_\_  
County Attorney  
AEC/lpk  
12/16/08  
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\IFB-600463 secondary.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

## **Section 1 – General Description of Services**

The Contractor shall furnish all labor, materials and equipment necessary to complete replacement of asphalt pavement, and concrete sidewalk, driveway and curb which was disturbed as a result of repairs or construction of Seminole County utility lines. The Contractor shall also furnish labor, materials, and equipment to construct miscellaneous small concrete projects such as sidewalk, slabs, slabs footers, all pertinent to repairs or construction of Seminole County utility lines. Authorization for services by the successful Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County and based on approved schedule.

**Project Management:** The County will designate an inspector or project manager (County's representative) and during the course of the work, the County's representative will be responsible for assuring the proper coordination and completion of the work by the Contractor.

### **SCOPE AND REQUIREMENTS**

1. **Asphalt Repairs:** On areas to be patched or repaired, the County may or may not, at their option, provide compacted base materials to existing asphalt surface elevation. Contractor shall be responsible for cutting the base surface to grade and tacking the surface prior to laying the asphalt and compacting to meet the specified thickness. Contractor shall, if necessary, re-cut the existing edge of the asphalt to provide a vertical, undamaged edge. Repairs shall include, if necessary, the addition of base material in low areas to bring the final base surface to required elevation. The contractor may, at his option, "fill" the low areas not exceeding two (2) inches, with asphalt laid in maximum one (1) inch compacted lifts. In the event it is necessary to construct the entire required thickness of base, the contractor will be compensated at the unit price set forth in the bid response form of values. The bid unit prices for base material installation include removal and disposal of any temporary backfill and surface. The contractor shall replace traffic and parking pavement markings to match existing, prior to repairs or construction. Pavement for these markings shall be included in the asphalt unit prices set forth in the bid response form.
2. **Concrete Repairs:** On areas of concrete to be patched or repaired, the County may or may not, at their option, remove broken concrete. Contractor shall be responsible for, if necessary, re-cutting the existing edge of the concrete to provide a vertical, undamaged edge. Repairs shall include, if necessary, the addition of base material in low areas to bring the final surface to required elevation. The bid prices for concrete installation include removal and disposal of any temporary backfill and removed surface materials.
3. **Sidewalk, Driveways, Slabs, Walls and Curb Repairs:** Protection of concrete during curbing will be the responsibility of the contractor. All concrete shall be curbed per F.D.O.T. specifications.
4. **Quality Assurance and Quality Requirements:** Quality standards shall be in accordance with the applicable section of the latest edition of the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" or the standard specifications and Codes of Seminole County, or as specified herein. In case of conflict between Seminole County and F.D.O.T. requirements, the County requirements will govern.
5. **Submittals:** Provide submittals for all materials and equipment incorporated into the work.

6. **Asphalt, Aggregate Mixtures:** Per F.D.O.T. specifications
7. **Base Materials:** Per F.D.O.T. specifications
8. **Concrete:** Per F.D.O.T. specifications
9. **Sod:** Sod shall match type existing prior to construction, and quality and maintenance shall be in accordance to F.D.O.T. Standard Specifications
10. **Traffic and Parking Area Markings:** To match existing markings prior to construction.
11. **Traffic Control:** Contractor shall maintain two-way traffic and access to business and residences at all times. Proper safety devices will be used to direct vehicle and pedestrian traffic around construction areas. All traffic safety devices and control shall be in accordance with the latest edition of the F.D.O.T. "Manual of Traffic Control and Safety."
12. **Response Time:** Contractor shall begin work within five (5) calendar days of receipt of a Purchase Order describing the work and its location, and shall notify the County twenty-four (24) hours in advance of beginning the work. The work shall be completed within three (3) calendar days after beginning the work. The contractor is required **to complete all work within eight (8) calendar days (5 days to begin work + 3 days to complete work)** after receipt of order (ARO) from Seminole County. **No exceptions.**
13. **Cleanup:** All excess asphalt, base material, concrete, wire mesh, dirt, rock or other construction debris shall be removed from the roadway and R.O.W. immediately upon completion of the work. Construction debris will not be allowed to accumulate and must be removed daily if a safety hazard exists as determined by the County. The Contractor shall confine his work materials, debris, and equipment to within Seminole County Right-of-Way and easements.


**Section 4 –  
Price Schedule**

**PROJECT:** Term Contract for Patching and Repair of Streets, Driveways, Curbs and Gutters damaged as the result of repairs or construction of Seminole County Utility Lines - IFB-600463-08/GMG

Name of Bidder: Barracuda Building Corporation  
Mailing Address: 1000 Ocoee - Apopka Rd #400  
Street Address: \_\_\_\_\_  
City/State/Zip: Apopka FL 32703  
Phone Number: (407) 814-8644  
FAX Number: (407) 814-8044

**Contact Person(s) for the placement of the order(s) and coordination of Service:**

Name: James C. Thompson Telephone No.: (407) 814-8644  
Fax No.: (407) 814-8044 E-mail address: barracuda bc @ embury mail . com  
Emergency No.: 407-474-9197

Name: Jimmy Christian Telephone No.: (407) 814-8644  
Fax No.: (407) 814-8044 E-mail address: jccbrandy @ aol . com  
Emergency No.: 321-377-2704 

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to provide services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

COMPANY NAME: Barracuda Building Corp.

Item #	Estimated Quantities Per Year	Item Description	Unit Cost	Extended Cost
1	<b>S-III- ASPHALT PAVEMENT - 1-1/2"</b>			
1a	1000 S.Y.	Under 10 S.Y.	\$ 68.00	\$ 68,000.00
1b	500 S.Y.	10.1 to 50 S.Y.	\$ 32.85	\$ 16,425.00
1c	50,000 S.Y.	Over 50 S.Y.	\$ 13.50	\$ 675,000.00

2	<b>4" CONCRETE SIDEWALK / SLAB</b>			
2a	750 S.Y.	Under 10 S.Y.	\$ 27.00	\$ 20,250.00
2b	500 S.Y.	10.1 to 50 S.Y.	\$ 24.00	\$ 12,000.00
2c	350 S.Y.	Over 50 S.Y.	\$ 23.00	\$ 8,050.00

3	<b>6" CONCRETE SIDEWALK / DRIVEWAY OR SLAB</b>			
3a	500 S.Y.	Under 10 S.Y.	\$ 36.00	\$ 18,000.00
3b	1250 S.Y.	10.1 to 50 S.Y.	\$ 31.50	\$ 39,375.00
3c	1000 S.Y.	Over 50 S.Y.	\$ 31.00	\$ 31,000.00

4	50 Bags	FIBWERGLASS "FIBERMESH"	\$ 8.00	\$ 400.00
4a	100 S.Y.	6" X 6" - #10 WIRE MESH	\$ 2.20	\$ 220.00

5	<b>STANDARD CURB AND GUTTER</b>			
5a	150 L.F.	Under 10 L.F.	\$ 23.50	\$ 3,525.00
5b	200 L.F.	10.1 to 50 L.F.	\$ 19.50	\$ 3,900.00
5c	150 L.F.	Over 50 L.F.	\$ 15.00	\$ 2,250.00

6	<b>MIAMI CURB</b>			
6a	100 L.F.	Under 10 L.F.	\$ 21.00	\$ 2,100.00
6b	150 L.F.	10.1 to 50 L.F.	\$ 15.00	\$ 2,250.00
6c	200 L.F.	Over 50 L.F.	\$ 13.00	\$ 2,600.00

7	<b>16" LIMEROCK BASE</b>			
7a	750 S.Y.	Under 10 S.Y.	\$ 20.00	\$ 15,000.00
7b	250 S.Y.	10.1 to 50 S.Y.	\$ 19.50	\$ 4,875.00
7c	500 S.Y.	Over 50 S.Y.	\$ 17.50	\$ 8,750.00

8	<b>16" CONCRETE BASE</b>			
8a	150 S.Y.	Under 10 S.Y.	\$ 84.00	\$ 12,600.00
8b	100 S.Y.	10.1 to 50 S.Y.	\$ 80.00	\$ 8,000.00

9	<b>PENSACOLA BAHIA SOD</b>			
9a	500 S.Y.	Under 20 S.Y.	\$ 3.10	\$ 1,550.00
9b	750 S.Y.	Over 20 S.Y.	\$ 2.70	\$ 2,025.00

10	<b>ST. AUGUSTINE SOD</b>			
10a	750 S.Y.	Under 20 S.Y.	\$ 4.10	\$ 3,075.00
10b	500 S.Y.	Over 20 S.Y.	\$ 3.40	\$ 1,700.00

IFB-600463-08/GMG - Term Contract for Patching and Repair of Streets, Driveways, Curbs and Gutters

TOTAL \$962,920.00



**Notes:**

1. Cost shall be inclusive all of labor, materials, transportation, coordination and incidentals necessary for the completion of the work.
2. In the event it is necessary to construct the entire required thickness of base, the contractor will be compensated at the unit price set forth in the bid response form of values. The bid unit prices for base material installation include removal and disposal of any temporary backfill and surface. Pavement for these markings shall be included in the asphalt unit prices set forth in the bid response form.
3. The bid prices for concrete installation include removal and disposal of any temporary backfill and removed surface materials.

IN WITNESS WHEREOF, BIDDER has hereunto executed this PRICE SCHEDULE FORMS this 12 day of Nov, 20 08.

Barracuda Building  
(Name of BIDDER) Corp.

James C. Thompson  
(Signature of person signing FORM)

James C. Thompson President  
(Printed name and title of person signing FORM)

TAX EXEMPTION NUMBERS FLORIDA SALES: 69-11-033995-53C FEDERAL SALES/USE: 59-74-0013K
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Board of County Commissioners  
 Seminole County, Florida  
**ORDER**

Page 1

**EXHIBIT B**

**ORDER NUMBER:**

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE  
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE	OP
REVISION DATE	
REP. NUMBER	
ANALYST	
VENDOR NUMBER	

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND  
 CONTRACTS DIVISION  
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208  
 SANFORD FLORIDA 32771  
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<div style="text-align: center;"> <p><b>SAMPLE PURCHASE ORDER</b></p>  <p><b>SEMINOLE COUNTY</b> FLORIDA'S NATURAL CHOICE</p> </div>					
REQUESTING DEPT/ID				TOTAL AMOUNT	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION  
 POST OFFICE BOX 8080  
 SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS